

**PLACER COUNTY**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**CHILDREN'S SYSTEM OF CARE**



**Request for Proposals (RFP)**  
**for**  
**Independent Living Program**

**Release Date: September 3, 2008**

**Submittal Deadline:**  
**October 15, 2008, not later than 5:00 PM, Pacific Time**

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## **INDEPENDENT LIVING PROGRAM**

### **1.0 INTRODUCTION**

- 1.1 Placer County is soliciting proposals from qualified organizations to operate the Independent Living Program for Placer County youth in partnership with the County. There are approximately 150-200 Placer County youth, ages 16 to 21, eligible to participate in this program. This program must serve youth in every geographic area within Placer County.

The Independent Living Program provides training, services, and programs to facilitate the transition of foster care children and young adults, ages 16 to 21, to emancipated lifestyles enabling the youth and young adults to achieve self-sufficiency prior to and after leaving the foster care system. California Department of Social Services, Manual of Policies and Procedures, Division 31 regulations outline the requirements for foster and probation youth in out of home care to receive Independent Living Skills (ILP) Program services from 16 years of age until their 21<sup>st</sup> birthday. Delineated in these regulations are the roles and responsibilities of the social worker/probation officer and the ILP Program CONTRACTOR.

“Independent Living Program (ILP)” means the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.

“Transitional Independent Living Plan (TILP)” means the written service delivery plan, available on the Child Welfare Services Case Management Services (CWS/CMS) that identifies the youth’s current level of functioning, emancipation goals and the specific skills needed to prepare the youth to live independently upon leaving foster care. The plan is mutually agreed upon by the youth and the social worker/probation officer.

#### **1.1.1 *Who is eligible?***

Youth are eligible for ILP services up to the day before their 21st birthday provided one of the following criteria is met:

- The youth was/is in foster care at any time from their 16th to their 19th birthday.
- The youth was/is between the ages of 16 and 18 years of age and participating in the Kinship Guardianship Assistance Payment Program (Kin-GAP).

#### **1.1.2 *What are the services?***

Some of the services provided through ILP include:

- Daily living skills
- Money management
- Decision making
- Building self-esteem
- Financial assistance with college or vocational schools
- Educational Resources
- Housing (Transitional Housing)
- Employment

In California, each county has the flexibility to design services to meet a wide range of individual needs and circumstances for present and former foster youth, and to coordinate services with other Federal and State agencies engaged in similar activities.

1.2 The planned RFP schedule is as follows:

RFP Release Date	September 3, 2008
Pre-Proposal Conference	September 18, 2008, 3 p.m.-5 p.m.
Proposal Submission Deadline	October 15, 2008
Proposal Evaluation/Short List Identified	October 20 – October 31, 2008
Interviews (if performed)	November 5, 2008
Selection of Most Qualified Organization and Contract Negotiations	November 10 - 14, 2008
Award Recommendation to Board of Supervisors	January 2009
Contract Start Date	January 2009

1.3 The Pre-Proposal Conference will be held on **Thursday, September 18, 2008 at 3:00 p.m.** at Placer County Health and Human Services Administration, 379 Nevada Street, Auburn, CA. Interested organizations will be provided with an overview of the program requirements and an opportunity to submit questions. Substantial clarifications or changes required as a result of this conference will be issued in the form of a written addendum to the RFP. While this conference is not mandatory, ***interested proposers are highly encouraged to attend.***

1.4 The current annual allocation for this program is \$226,500, plus approximately \$15,000 in Emancipated Youth Stipends and an undetermined amount of Chaffee Post Secondary Education and Training Funds. Renewal of this contract is contingent upon continued State funding specific to this program and satisfactory performance by the Contractor.

1.5 The contract awarded as a result of this RFP to the selected proposer (Contractor) will be in effect for an initial term of approximately eighteen (18) months, with an expiration date of June 30, 2010. Placer County reserves the right to renew the contract for up to three additional one-year periods.

1.6 Only one contractor will be selected to provide ILP services through this RFP process. If a collaborative proposal is submitted, one agency must act as the lead agency, and the lead agency must submit the proposal. The remaining collaborative agencies will be considered as subcontractors for purposes of insurance and indemnification.

2.0 PROPOSER QUALIFICATIONS

2.1 Qualified organizations shall demonstrate:

- Length and breadth of experience providing independent living skills or similar services;
- Knowledge of best practices;
- Experience and past success working with Transitional Age Youth;
- Experience and past success in program management and operation;
- Degree of cultural competency; capacity to work successfully with bicultural, bilingual populations as well as other cultural groups in Placer County;
- Knowledge of the needs of and resources for youth throughout Placer County;

- Ability to research and apply promising and/or evidence-based practices;
  - Financial, organizational, and staff capacity to administer the proposed program.
  - Ability to serve youth in all geographic regions of Placer County.
- 2.2 Placer County expects the organization that is selected to administer the ILP to apply its knowledge, past experience, practices, and organizational capacity to the provision of the ILP services. Ideally, the organization will adapt its experiences, program model(s), and best practices to Placer County. Past experience providing services to Transitional Age Youth and collaborating with community partners in Placer County is preferable.
- 2.3 It is important that organizations be able to demonstrate a history of sound fiscal management. Proposers shall attach a copy of their most recent fiscal audit to the proposal. Placer County will keep audit information confidential and will shred it immediately after evaluation.

### 3.0 STAFF QUALIFICATIONS

- 3.1 The successful proposer shall possess the following minimum experience and education:
- 3.1.1 Two years of experience in management which shall include one or more of the following: staff supervision, fiscal operations, or business administration;
- 3.2 Managers, supervisors, and support counselors shall possess the following minimum abilities, education and experience:
- 3.2.1 The ability to connect with youth and empower youth to take an active role in developing and obtaining their own goals, and
- 3.2.2 Two (2) years of college-level education which shall include the satisfactory completion of at least twelve (12) semester units or the equivalent of social work, counseling, psychology, or a related field plus three (3) years of experience providing community-based services to youth, or
- 3.2.3 Completion of a B.A./B.S. degree in social work, counseling, psychology, or a related field.
- 3.3 Program staff shall possess a valid California Driver's License. Placer County will fingerprint and conduct a Department of Justice background check on each individual. Staff not cleared by the County subsequent to such screening shall not be assigned to the ILP. Staff assigned to the ILP shall also complete a County oath of confidentiality.

### 4.0 SCOPE OF SERVICES

The ILP Program Contractor in Placer County shall:

- 4.1 Provide ILP services to all youth who qualify within Placer County ages 16-21 years of age.
- 4.2 Ensure that every eligible youth participating in ILP up to age 21 has a Transitional Independent Living Skills Plan (TILP).
- 4.3 Collaborate with the youth, social worker/probation officers, care providers and other service providers to ensure the provision of core services and activities so that the goals outlined in the youth's TILP are achieved.
- 4.4 Provide core services based on identified individual needs and goals as documented in the TILP including, but not limited to:

- 4.4.1 Education, including: skill development, assistance and referrals to obtain literacy skills, High School diploma/GED, post-secondary education, experiential learning, and computer skills;
- 4.4.2 Career development, including: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement and retention;
- 4.4.3 Assistance and referral to promote health (including mental health) and safety skills including, but not limited to: substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
- 4.4.4 Referral to available mentors and mentoring programs;
- 4.4.5 Daily living skills, including: information on and experiences and training in financial management and budgeting, personal responsibility skills, self-advocacy, household management, consumer and resource use, survival skills, and obtaining vital records;
- 4.4.6 Financial resources, including but not limited to: information and referrals regarding financial assistance if applicable, incentives, stipends, savings and trust fund accounts, educational/vocational grants, Cal Grants, Employment Development Department services, registered in One-Stop Career Centers, Workforce Investment Act funding and programs, other employment programs, and other forms of public assistance including CalWORKs, Food Stamps, and Medi-Cal; and
- 4.4.7 Housing information, including: training and referrals about transitional housing programs; federal, state and local housing programs; and landlord tenant issues.
- 4.5 Provide one-on-one mentoring and support services to ILP-eligible youth to assure that the youth's goals, identified in the TILP, are addressed/obtained.
- 4.6 Provide youth with monthly opportunities to enhance their skills through participation in group classes, workshops, or seminars.
- 4.7 Utilize an approved youth development assessment model such as the Daniel Memorial Institute Independent Living Assessment for Life Skills, Ansel-Casey Skills Assessment, Phillip Roy Life Skills Curriculum, Community College Foundation Life Skills Assessment Pre- and Post- Questionnaires.
- 4.8 Assure development of holistic goals and services based on Placer County Children's System of Care's Vision Statement.
- 4.9 Participate with CSOC in the development and implementation of Policies and Procedures that effectively assist in carrying out the duties as required.
- 4.10 Develop MOUs or written agreements with community providers as necessary to carry out essential duties.
- 4.11 Develop collaborative working relationships within the Placer County Department of Health and Human Services (HHS), Placer County Adult and Children's Systems of Care (ASOC/CSOC), Placer County Office of Education (PCOE), Sierra College, service providers, workforce agencies, school districts, etc. to assist in offering youth comprehensive educational, employment, housing, and leadership opportunities.

- 4.12 Develop and maintain positive working relationships with social work/probation staff and community providers.
- 4.13 Attend County Family-Centered Service Team and Family-Centered Support Team meetings as needed to maintain good communication and good working relationships with County staff.
- 4.14 Provide training to the Contractor's staff to include, but not limited to, the following topics: confidentiality, mandatory reporting of child abuse and neglect, suicide assessment/intervention, personal safety, motivation, youth development, County services, non-profit services, legal issues, and boundaries.
- 4.15 Provide training in ILP issues to County staff on a semi-annual basis.
- 4.16 Assist as appropriate in the ILP referral and service delivery for those youth who are placed out-of-county.
- 4.17 Assist County in identifying ILP youth who may also qualify for the Mental Health Services Act (MHSA) Transition Age Youth program and/or the Transitional Housing Placement-Plus (THP-Plus) program.
- 4.18 Comply with state and federal regulations related to allowable expenditures for ILP youth.
- 4.19 Keep detailed, audit-ready fiscal records.
- 4.20 Submit accurate, detailed monthly invoices with narrative documentation of service delivery.
- 4.21 Prepare and submit timely, accurate quarterly and annual reports as required by the County and the State including, but not limited to, documentation described in Section 5.0.
- 4.22 Coordinate with services provided by the County's contracted Transitional Housing Placement-Plus (THP-Plus) provider, sharing supervision of clients in the THP-Plus program with the THP-Plus provider and maintaining positive and effective working relationships with THP-Plus program staff.
- 4.23 Provide all proposed and mandated services with funding provided solely through the State allocation for this program. Additional County funds will not be provided for this program.

## 5.0 REQUIRED PROGRAM DOCUMENTATION

- 5.1 The Contractor shall provide quarterly reports of the activities and financial data of the program to the County, as required, and a complete cost report to be provided at the end of each fiscal year. Programmatic documentation required to be submitted to the State of California shall include, but may not be limited to, youth served, client characteristics, program outcome/client progress. State-required reports shall be completed online by the Contractor and submitted to County for review prior to final submission. Contractor shall have access to computer hardware and software capable of successfully compiling and submitting the required information.
- 5.2 Additional information shall be provided by the Contractor in a form acceptable to the County, if requested.
- 5.3 The Placer County Board of Supervisors has placed a special emphasis on program outcomes. Proposers shall identify, in their proposals, the methods they will use to establish program effectiveness (see Sections 6.6 and 6.7).

## 6.0 PROPOSAL FORMAT

A qualifying proposal must address all of the following points in the following order:

- 6.1 A cover letter, signed by a representative of the organization who has the authority to commit to a contract. The cover letter shall contain a specific statement that the proposer will adhere to the provisions described in this RFP and will commit to enter a binding contract. Additionally, proposers must state in the cover letter that the proposal shall be valid for a period of 150 days following the date of receipt of the proposal. The cover letter shall also include the name, address, telephone and fax numbers and email address for the primary contact for the proposal. The cover letter shall also identify the proposed Program Administrator. Placer County reserves the right to make an award without further discussion of the proposal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the proposer might propose. As such, proposals shall be submitted as follows:
- For a partnership - the proposal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
  - For a corporation (including non-profit corporations) - the proposal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
  - By an individual doing business under a firm name – the proposal shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.2 Responses to the following sections shall be labeled as Exhibits A through F as shown below. ***Tab each exhibit so that evaluators can easily find specific exhibits.***
- 6.3 Proposer Information (Exhibit A)
- 6.4 Proposer Experience and Reliability (Exhibit B) (30 Points). Demonstrate experience in successfully providing the requested services, including requirements from Section 2.0, as well as the following:
- The organization's history of providing the services to the described target population.
  - The type, number, and duration of current and previous contracts for similar programs
  - The types of services provided, including the complexity of the activities or services involved, etc.
  - The outcomes of contractual activities previously performed
  - Other historical information related to past performance
  - A list of other agencies for which client services are or have been provided, including a current contact name and phone number and brief description of the services provided for each agency. Do not include letters of reference from collaborative organizations or others for whom services were not directly provided.
- 6.5 Staff Expertise and Qualifications (Exhibit C) (15 Points): Provide a full statement of qualifications, including the requirements shown in Section 3.0. For example:



- Staffing levels and job descriptions for provision of ILP services.
  - Staff qualifications for your organization and any proposed subcontractors as related to the services offered, including educational, experience, and overall qualifications of the proposed staff.
  - Evidence of individual staff members' technical expertise in relationship to proposed work assignment.
  - Possession of required valid drivers' licenses and certifications.
- 6.6 Program Outline (Exhibit D) (30 Points): The program outline shall include the proposed format for the services being offered. Include core services to be provided and descriptions of other supportive activities. Also include what percentage of the program is dedicated to the various program components, such as career development and housing referral programs. The frequency or scheduling of the service shall be indicated. All activities shall be clearly defined. Each element of the scope of services (as described in Section 4.0) that your organization will provide is to be included in this narrative.
- Discuss the proposed tasks and sub-tasks of the program and explain why they are sound, feasible, and necessary.
  - Explain how and by what method your firm plans to coordinate the performance of similar and dissimilar tasks for a successful outcome.
  - Include organizational charts, staffing patterns, and lines of authority for the proposed program.
- 6.7 Program Evaluation and Reporting Methods (Exhibit E) (15 Points): The proposal shall describe the methods that will be utilized to evaluate the program and determine program success. Describe all youth development assessment instruments to be used. Indicate when and how often these instruments will be used. Describe the method of reporting the results. Also describe any planned follow-up activities. Proposer shall agree to use the Placer County Outcome Screen as a part of its evaluation process. Provide samples of proposed reports to be submitted in accordance with Section 5.0.
- 6.8 Cost Proposal (Exhibit F) (10 Points): The proposal shall include a line-item budget identifying all program costs. A budget narrative shall be included explaining all costs. Also include justification for the proposed level of staffing. The cost per each activity or service type must be clearly identified. Include the number of youth able to be accommodated in your program as well as units of service you are proposing for applicable services (case management, mentoring, outreach, etc.). Provide an average total cost per participant. Describe the methodology to be used to track expenditures per youth. Also, attach a copy of the organization's most recent fiscal audit (See Paragraph 2.3). Evaluators should be able to clearly identify the level of service being offered within the available funding allocation.
- 6.9 Include statements and assurances on company letterhead regarding the following: Conflict of Interest (Section 10.0), Insurance and Indemnification Requirements (Section 13.0), and Affidavit of Eligibility for Local Vendor Preference, if applicable (Section 8.2). Note that actual Certificates of Insurance are not required as a part of the organization's submittal.

## 7.0 PROPOSAL SUBMITTAL

- 7.1 One (1) original, marked "Original" and five (5) copies of the proposal shall be received no later than the date and time shown on the first page of this RFP at Placer County Health and Human Services Administration, Contracts Unit, 379 Nevada Street, Auburn, California, 95603.
- 7.2 All proposals shall be submitted in a sealed package that is clearly marked with the RFP title (Independent Living Program) and closing date, and the organization's name and address.
- 7.3 Late proposals shall not be accepted under any circumstances.
- 7.4 All proposals, whether selected or not, shall become the property of Placer County.
- 7.5 Cost of preparation of proposals shall be borne by the proposers.
- 7.6 Fax, telephone, electronically transmitted (e-mail), or telegraphic proposals will not be accepted.
- 7.7 In order to receive consideration, the cover letter of all proposals shall be signed by an employee or officer authorized to commit the proposer to a contract with the County.
- 7.8 The County will not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.9 In any request or decision involving a proposal mistake, correction or withdrawal, Procurement staff shall consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.
- 7.10 Mistakes in proposals detected prior to proposal opening may be corrected or withdrawn by the proposer with a written request received by the Placer County Health and Human Services Contracts Unit prior to the date and time designated for opening of proposals. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral, faxed, emailed or telegraphic corrections or withdrawals shall not be permitted.

## 8.0 EVALUATION CRITERIA

- 8.1 A selection committee shall use the following criteria to evaluate and select the most highly qualified proposals.

<u>Evaluation Criteria</u>	<u>Rating Points</u>
Proposer Experience and Reliability	30
Staff Expertise and Qualifications	15
Program Outline	30
Program Evaluation and Reporting Methods	15
Cost Proposal	<u>10</u>
Total Rating Points	100

- 8.2 Pursuant to existing Placer County policy, a five percent (5%) preference will be awarded to Placer County organizations responding to this RFP. The five percent credit will be added to the submitting organization's aggregate score during the evaluation process. Organizations requesting this credit must submit an Affidavit of Eligibility with their Proposal, or have one already on file with the Procurement Division. Criteria and affidavit forms are available via a "fax on demand" system by calling 530-889-7776, option 4, and entering your full fax number (including the "1" and your area code if different from 530), and following the instructions for faxing. The information and affidavit forms are also available on the Placer County website at [www.placer.ca.gov](http://www.placer.ca.gov).

## 9.0 SELECTION PROCEDURE

- 9.1 The Health and Human Services Contracts Unit will review all proposals received and make responsiveness determinations relative to timeliness, signatures, presence of required submittal elements or other submission related issues of the proposal(s). A non-responsive submittal must be eliminated from further consideration and cannot be recommended for an award of a contract.
- 9.2 Upon completion of the responsiveness review, an evaluation committee including, at a minimum, members of County staff will review the proposals for completeness, responsiveness, and benefit to the County. One or more of the responding proposers may be invited for personal interviews prior to final selection to allow for further elaboration of their proposal. The proposed Program Administrator shall be included among those individuals representing the proposer at the interview, if interviews are requested. The County reserves the right to choose the most qualified proposal based solely on the proposals received, without conducting interviews.
- 9.3 Should a short-list of top proposals be established with the intent to further evaluate the proposers' abilities, a secondary set of evaluation criteria may be utilized. Proposers included in the short list will be advised of any secondary criteria at the time that interviews are scheduled.
- 9.4 The top proposer will be identified for the Board of Supervisors to be the best qualified and will be recommended to the Board of Supervisors for approval for contract negotiations/award. County staff will negotiate contracts in accordance with the Board of Supervisors' direction.
- 9.5 The County reserves the right to award a contract to the organization that presents the proposal that, in the sole judgment of the County, best accomplishes the desired results.
- 9.6 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals. The County also reserves the right to negotiate minor deviations to the proposal of the successful organization.

## 10.0 CONFLICT OF INTEREST

Proposers shall include a statement which attests that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

## 11.0 EXCEPTIONS

Any exceptions to RFP requirements, terms, conditions or to provisions of the Sample Contract must be clearly noted in the proposer's proposal, either by obvious comments in the margin or in an attached letter. Exceptions that are first introduced after award notification may result in the County moving to consider the next most favorable proposal for award.

## 12.0 PROTESTS AND APPEALS PROCESS

Any proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. If the seventh calendar day falls on a weekend or County holiday, the protesting party may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest. All protests and/or appeals must be in accordance with the Purchasing Policy Manual Section 10.0. A copy of the Purchasing Policy Manual Section is available for viewing at the Placer County Procurement Services Division.

## 13.0 SAMPLE CONTRACT WITH INSURANCE AND INDEMNIFICATION REQUIREMENTS

A sample of the County's standard provider agreement is provided in Attachment 1. Insurance and indemnification requirements shown in the sample contract will be included in the resulting agreement with the successful proposer. Proposers should include a statement in their proposal that these requirements will be fulfilled. Should the award of this program be made to a Contractor with existing County contracts, the County reserves the option to amend existing provider contract(s) in lieu of executing a separate contract for services stemming from award of this RFP. However, contract language in either document will be consistent with the sample contract attached herein.

Note: Actual Certificates of Insurance are not required with the proposer's submittal. Only those organizations selected to enter into a contract with the County will be required to provide Certificates of Insurance.

## 14.0 INQUIRIES

14.1 Please direct all inquiries regarding the RFP to:

Doreen Drake, Sr. Staff Services Analyst  
Placer County Health and Human Services Contracts Unit  
379 Nevada Street  
Auburn, CA 95603  
(530) 886-1851  
Email: [ddrake@placer.ca.gov](mailto:ddrake@placer.ca.gov)

14.2 Email is the preferred method of receiving and answering questions. Address questions to [ddrake@placer.ca.gov](mailto:ddrake@placer.ca.gov) with cc to [cbrundag@placer.ca.gov](mailto:cbrundag@placer.ca.gov).

## 15.0 EXHIBITS AND ATTACHMENTS

Exhibit A must be filled out exactly as it is printed (make copies if required). Exhibits B through F are to be developed by the proposer and shall include all requested information. No forms are provided for these exhibits. This RFP is posted on the Placer County Website in Microsoft Word format so that proposers may obtain electronic copies. Attachment 1 is for information only and should not be submitted with the proposal.

**Placer County Children's System of Care  
Request for Proposals  
Independent Living Program**

**Proposer Information**

In order to aid us in the proper evaluation of your proposal, please provide the following information. Include this form with your proposal, and submit it with the other required documents listed below.

Proposer Name: \_\_\_\_\_

Name and Title of Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Telephone Number for Contact Person (including area code): \_\_\_\_\_

Email Address for Contact Person: \_\_\_\_\_

**Submittal Checklist**

In order for your proposal to be responsive, your packet must be returned with, **at a minimum**, the following items:

- ☐ Signed Cover Letter (Section 6.1)
- ☐ Proposer Information/Submittal Checklist (Exhibit A)
- ☐ Proposer Experience and Reliability (Label and tab this item as Exhibit B)
- ☐ Staff Expertise and Qualifications (Label and tab this item as Exhibit C)
- ☐ Program Outline (Label and tab this item as Exhibit D)
- ☐ Program Evaluation and Reporting Methods (Label and tab this item as Exhibit E)
- ☐ Cost Proposal (Label and tab this item as Exhibit F)
- ☐ Conflict of Interest Statement (Section 10.0)
- ☐ Insurance and Indemnification Statement (Section 13.0)
- ☐ Affidavit of Eligibility for Local Vendor Preference, if applicable (Section 8.2)
- ☐ Copied, addressed and submitted within the deadline as described (Section 7.0)

**SAMPLE CONTRACT**  
**CONTRACT FOR SERVICES**  
**PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

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DESCRIPTION:	<i>Independent Living Program Services</i>
CONTRACT NO.:	_____
BEGINS:	January 1, 2009
ENDS:	June 30, 2010
ADMINISTERING AGENCY:	Children's System of Care (CSOC)

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This is an agreement made and entered into on this 1<sup>st</sup> day of January, 2009, between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY receives funding to provide Independent Living Program (ILP) Services for foster care adolescents and emancipated youth, and

WHEREAS, COUNTY recognizes CONTRACTOR as providing high quality services to COUNTY'S foster care adolescents and emancipated youth through this program, and

WHEREAS, COUNTY believes it is in the best interest of the clients to continue to contract with CONTRACTOR to provide these services, and

WHEREAS, CONTRACTOR has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF WORK:** CONTRACTOR agrees to develop, initiate, and administer an ILP to foster care adolescents and emancipated youth as set forth in Exhibit "A" titled "Scope of Work" attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.
2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as set forth in this or amended Agreement.

Within the stated funding and Federal or State ILP program requirements, said Scope of Work may be amended in writing and authorized by CONTRACTOR and the COUNTY Director of Health and Human Services, providing that such amendment does not create additional liability to COUNTY or compensation to CONTRACTOR.

3. **PROGRESS REPORTS:** CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving the outcomes in the Scope of Work Exhibit "A" and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31, 2010.

4. **COMPENSATION:** COUNTY shall pay CONTRACTOR a total amount of XXX Dollars (\$XXX,XXX) as full payment for Sections A through J set forth in the Scope of Work, Exhibit "A", in accordance with the schedule shown in Exhibit "B", Payment for Services. CONTRACTOR shall present invoices to the COUNTY on a monthly basis, at the rate of XXX Dollars (\$XX,XXX) per month. CONTRACTOR shall also distribute 1) XX,XXX Dollars (\$XX,XXX) in Emancipated Youth Stipends Allocation funds contingent upon notification as outlined in Section K, and 2) an undetermined amount of Chaffee Post Secondary Education and Training funds contingent upon notification as outlined in Section L.

Invoices for payment shall be submitted to the following address, and shall include the Agreement number indicated on the first page of the Agreement, the CONTRACTOR name and remittance address, and all additional specific information indicated herein:

Placer County Children's System of Care  
Attn: Accounts Payable  
379 Nevada Street  
Auburn, CA 95603  
530/886-1867

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from January 1, 2009 through June 30, 2010. CONTRACTOR agrees to provide services and execute other duties contained within said Scope of Work by June 30, 2010, with all required reports and documentation submitted by September 30, 2010 unless otherwise stated.

6. **CONTINGENCY OF FUNDING:**

- 6.1 This Agreement is valid and enforceable only if the County of Placer, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.
- 6.2 It is mutually agreed that if the Congress, State, or County of Placer does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, at the discretion of COUNTY, be amended to reflect such changes in funding allocations.
- 6.3 COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.
- 6.4 Adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR, and by the Director of Health and Human Services, with concurrence from the County Executive Office. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

7. **TERMINATION:** COUNTY shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. If for cause, such termination will be effective five (5) working days after written notice specifying the cause has been given to CONTRACTOR. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of cancellation.

8. **RECORDS:** CONTRACTOR shall maintain at all times complete programmatic and fiscal records concerning work performed under this Agreement, in forms acceptable to COUNTY. County, State or Federal representatives shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and

transcriptions. All required records shall be maintained for three (3) years after COUNTY makes final payment and all matters pertaining to this specific Agreement are resolved.

9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **INSURANCE:** CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing the following:
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

13. **GENERAL LIABILITY INSURANCE:**
- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.



- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or,
  - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - One million dollars (\$1,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - One million dollars (\$1,000,000) general aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) aggregate for Products-Completed Operations
    - One million dollars (\$1,000,000) General Aggregate
  - (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**14. ENDORSEMENTS:** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided is primary coverage to the County of Placer with respect to any insurance or self insurance programs maintained by the County of Placer, and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

**15. AUTOMOBILE LIABILITY INSURANCE:** Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles and trucks

16. **PROFESSIONAL LIABILITY INSURANCE:**
- A. Professional Liability Insurance coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) in aggregate.
  - B. If CONTRACTOR subcontracts for professional services in support of CONTRACTOR'S work provided for in this Agreement, Professional Liability Insurance shall be provided by the subcontractor in an amount not less than \$1,000,000 in aggregate.
  - C. The insurance coverage provided shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.
17. **CONFLICT OF INTEREST:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees or other COUNTY providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employee or provider during or following the period of this Agreement.
18. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
19. **BACKGROUND CHECKS:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of their employees (including volunteers, agents or representatives), including completion of a satisfactory criminal/background check and periodic rechecks. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
20. **COUNTY REPRESENTATIVE:** The Children's System of Care Program Manager or his/her designee, hereinafter referred to as ADMINISTRATOR, is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:
- Cynthia Brundage, Program Manager  
Placer County Children's System of Care  
11716 Enterprise Dr.  
Auburn, CA 95603  
530/889-6701
20. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.
- If to COUNTY: Richard S. Knecht, M.S., Client Services Director  
Placer County Children's System of Care  
11716 Enterprise Dr.  
Auburn, CA 95603  
530/889-6700
- If to CONTRACTOR: (Contact Name), Executive Director  
(Organization)  
(Address)  
(City/ST/Zip)  
(Phone)
21. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color,

ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

22. **FEDERAL AND STATE CIVIL RIGHTS REQUIREMENTS:** In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements stated in Exhibit C, Assurance of Nondiscrimination in State and Federally Assisted Programs, attached hereto. CONTRACTOR and ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.
23. **ASSIGNMENT:** Neither party shall assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of the other.
24. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
25. **VENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Placer, State of California and agree to comply with all applicable laws and regulations therein. Venue is the County of Placer for litigation purposes.

*// Signatures on following page*

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

“CONTRACTOR” \*

COUNTY OF PLACER (“COUNTY”)

\_\_\_\_\_  
(Name), President/Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard J. Burton, M.D., M.P.H., Director,  
Department of Health and Human Services

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name), Corporation Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard S. Knecht, M.S., Client Services Director,  
Children’s System of Care

Date: \_\_\_\_\_

**EXHIBITS:**

Exhibit A – Scope of Work  
Exhibit B – Payment for Services  
Exhibit C - Assurance of Nondiscrimination in State  
and Federally Assisted Programs

Approved as to Form:  
Office of Placer County Counsel

\_\_\_\_\_  
Date: \_\_\_\_\_

\*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation. (California Corporations Code § 313)

## **EXHIBIT A**

### **SCOPE OF WORK**

CONTRACTOR shall operate an Independent Living Program (ILP) in accordance with the requirements of Placer County Children's System of Care Request for Proposals and the Contractor's response thereto.

*Upon completion of contract negotiations, and as a component of finalizing the contract documents, the scope of work will be drafted and inserted here detailing the required performance of the Contractor during the contract term.*

*An additional Exhibit may be incorporated to detail the rates for individual services to be provided under this Agreement, or those rates may be included in Section 3, Compensation.*

*Additional terms and conditions may be included if required by State funding requirements.*

**PAYMENT FOR SERVICES**

Attach or incorporate proposed or negotiated pricing

**ASSURANCE OF COMPLIANCE AGREEMENT  
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**

(Per CDSS All County Information Notice No. I-44-00)

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(Name of Contractor) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations, Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

(Name of Contractor)

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(Contact Name and Title)  
(Address)  
(City/ST/ZIP)

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Date